

NORTH
AMERICAN
CAR

MAY 25 1982 -3 20 PM

Edward H. Soderstorm II
General Counsel
Remarketing Service Division and
Investor Management Programs
Law Department

312.853.5324

NORTH AMERICAN CAR CORPORATION INTERSTATE COMMERCE COMMISSION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

May 19, 1982

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

*Mrs. Plantell
this one should be 13622-0*

I have enclosed an original and several counterparts of the document described below, to be recorded pursuant to section 11303 of title 49 of the U. S. Code.

This document is an Agreement, a secondary document dated as of January 1, 1981.

The primary document to which this is connected is recorded under Recordation No. 13622.

The names and addresses of the parties to the document are as follows:

Lessor: General Electric Credit and **2-145A087**
Leasing Corporation
260 Long Ridge Road
P. O. Box 8300
Stamford, Connecticut 06904

No. **2-145A087**
Date **MAY 25 1982**
Fee \$ **22.00**

Lessee: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

FEE OPERATION BR.
RECEIVED
MAY 25 3 12 PM '82
I.C.C.
CC Washington, D. C.

This document amends the primary document, a Lease of Railroad Equipment, and, accordingly, affects the equipment covered by that Lease through the filing of Supplements previously made or to be made in the future thereto.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger presenting this document.

A short summary of the document to appear in the index follows:

NORTH
AMERICAN
CAR

Agreement, dated as of January 1, 1981, amending the Lease of Railroad Equipment dated as of November 2, 1979 between General Electric Credit and Leasing Corporation, 260 Long Ridge Road, P. O. Box 8300, Stamford, Connecticut 06904, as Lessor, and North American Car Corporation, 33 West Monroe Street, Chicago, Illinois 60603, as Lessee, affecting the equipment covered by that Lease through the filing of Supplements previously made or to be made in the future thereto.

Very truly yours,



Edward H. Soderstrom II

EHS:bmt
Enclosures

RECORDING NO. 13622-0
MAY 25 1982 - 3 20 PM
FILED 1425

INTERSTATE COMMERCE COMMISSION

AGREEMENT, dated as of January 1, 1981, between
GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware
Corporation ("GECC"), and NORTH AMERICAN CAR CORPORATION,
a Delaware corporation ("NACC").

WHEREAS, GECC and NACC have entered into a Lease
of Railroad Equipment dated as of November 2, 1979 (the
"NACC Lease"); and

WHEREAS, GECC and NACC desire to amend the NACC
Lease.

NOW, THEREFORE, in consideration of the mutual
covenants and promises contained herein, GECC and NACC
agree as follows:

Section 1. The definition of "Rider" contained
in the NACC Lease is hereby amended to read in its entirety
as follows:

"Rider" means a rider, substantially in the
form attached hereto as Exhibit A or A-1, as applic-
able, suitably completed as provided in § 2 hereof.

Section 2. The NACC Lease is hereby amended by
deleting Section 3 thereof in its entirety.

Section 3. The NACC Lease is hereby further
amended by adding Exhibit A-1 thereto in the form of
Annex I hereto.

IN WITNESS WHEREOF, NACC and GECC have executed
this Agreement this 23rd day of July, 1981.

GENERAL ELECTRIC CREDIT
AND LEASING CORPORATION

By

[Signature]
Daniel C. Cooney
Manager - Operations

[Corporate Seal]

Attest:

By

[Signature]
ANNE T. MALOY
ATTESTING SECRETARY

NORTH AMERICAN CAR CORPORATION

By

[Corporate Seal]

Attest:

By

[Signature]
Edward H. Soderstrom II, Asst. Secy

STATE OF CONNECTICUT)
 : ss.:
COUNTY OF FAIRFIELD)

On this 23rd day of July, 1981, before me personally appeared D. C. Cooney, to me personally known, who being by me duly sworn, says that he is a Manager, Operations of GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

ANNA MARIE DELAHUNT
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

STATE OF *Ollinois*)
COUNTY OF *Cook* ; SS.:

On this *14*th day of *August*, 1981, before me personally appeared *H Wong*, to me personally known, who, being by me duly sworn, says that he is a *Director* - *Inv Mgmt Prog* of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hebra A Kelly
Notary Public

[NOTARIAL SEAL]

My Commission Expires Feb. 23, 1983

ANNEX I

EXHIBIT A-1 TO NACC LEASE (FLEET I)

FORM OF RIDER TO NACC LEASE
(SHORT-TERM SUBLEASES)

RIDER NUMBER _____, dated as of _____, 19____, to the LEASE OF RAILROAD EQUIPMENT, dated as of November 1, 1979 (the "Lease"), between NORTH AMERICAN CAR CORPORATION, a Delaware corporation (the "Lessee"), and GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation (the "Lessor").

Pursuant to § 2 of the Lease, the units of railroad equipment described in Schedule A attached hereto (the "Units"), are hereby leased by the Lessor to the Lessee subject to the terms and conditions of the Lease.

The Lessee agrees to sublease the cars to the "Sublessee") pursuant to a short-term sublease dated _____, 19____ (the "Short-Term Sublease").

The periodic rent for the cars for each month of the term shall be the amount indicated below:

<u>Month</u>	<u>Rent</u>
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____
6	\$ _____

payable as provided in § 4 of the Lease.

The cars shall be leased to the Lessee for a period commencing on _____ and continuing until _____, except as provided in § 5 of the Lease.

The Lessee warrants and represents that the representations and warranties of the Lessee in the Lease are true and correct on and as of the date hereof as though made on and as of this date.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed in their respective corporate names, by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

NORTH AMERICAN CAR CORPORATION

By _____

[Corporate Seal]

ATTEST:

By _____

GENERAL ELECTRIC CREDIT AND
LEASING CORPORATION

By _____

[Corporate Seal]

ATTEST:

By _____

STATE OF)
 : ss.:
COUNTY OF)

On this day of , 19 , before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a
 of GENERAL ELECTRIC CREDIT AND LEASING CORPORA-
TION, that one of the seals affixed to the foregoing instru-
ment is the corporate seal of said corporation and that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknowl-
edged that the execution of the foregoing instrument was the
free act and deed of said corporation.

Notary Public

[Notarial Seal]

STATE OF)
 : ss.:
COUNTY OF)

On this day of , 19 , before me
personally appeared , to me personally
known, who being by me duly sworn, says that he is a
 of NORTH AMERICAN CAR CORPORATION,
that one of the seals affixed to the foregoing instrument
is the corporate seal of said corporation and that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors and he acknowl-
edged that the execution of the foregoing instrument was the
free act and deed of said corporation.

Notary Public

[Notarial Seal]

SCHEDULE A

Description of
Equipment
(Including AAR
designation)

Quantity

Reporting Mark
(Inclusive)

Serial Number
(Inclusive)